

SOLICITATION, OFFER, AND AWARD			1. Market OPEN Landscaping Maintenance and Management Services		Page of Pages 1 107	
2. Contract Number		3. Solicitation Number DCHA-2007-B-0002		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 1/22/2007
7. Issued By District of Columbia Government Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer To (If other than line 7)			
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"						
SOLICITATION						
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 PM</u> local time <u>5-Feb-07</u> (Hour) (Date)						
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.						
10. For Information Contact		A. Name Elizabeth Kilpatrick		B. Telephone (No Collect Calls) (Area Code) (Number) (Ext) 202 202 724-4052 N/A		C. E-mail Address elizabeth.kilpatrick@dc.gov
11. Table of Contents						
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	A	Solicitation/Contract Form	1		I	Contract Clauses
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OFFER						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number		Date	
15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - enter address in Schedule Section K. <input type="checkbox"/>		17. Signature		18. Offer Date
AWARD (TO BE COMPLETED BY GOVERNMENT)						
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation	
22	Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In Item (2 copies unless otherwise specified)		
24. Administered By (If other than Item 7) Code			25. Reserved for future use			
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia (Signature of Contracting Officer)			28. Award Date
<div style="display: flex; justify-content: space-between; align-items: center;"> Government of the District of Columbia Office of Contracting & Procurement DC OCP 200 (7-99) </div>						

SECTION B
SUPPLIES OR SERVICES AND PRICES

- B.1** The Government of the District of Columbia , Office of Contracting and Procurement on behalf of the Department of Parks and Recreation (District), is seeking a Contractor to provide Comprehensive Landscape Maintenance and Management Services for approximately 450 acres of land at 72 recreation centers and facilities, including athletic fields and playgrounds operated by DPR in Wards 1 through 8. The period of performance shall be from date of award through one year thereafter with four one year options.
- B.2** The contract will be a requirements type contract with payments based on fixed-unit prices and a fixed labor hour component.
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities that may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.2.2** Delivery or performance shall be made only as authorized in accordance with the Ordering clause. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently-required goods or services from another source.
- B.2.3** Any order issued during the effective period of the contract and not completed within the effective period of the contract shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**B.3 OPEN MARKET SOLICITATION WITH SUBCONTRACTING SET
ASIDE FOR SMALL BUSINESS ENTERPRISES**

This Invitation for Bids is issued in the Open Market, with a mandatory requirement for subcontracting at least 35 percent with certified small business enterprises (SBEs), under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” D.C. Law 16-33, effective October 20, 2005.

B.4 SCHEDULE

The Contractor shall provide a fixed-unit price or a labor rate, as applicable, for each of the Contract Line Item Numbers (CLINs) set forth in Sections B.4.1 to B.4.5 below.

B.4.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
0001	Site condition assessment (including site condition assessment report (SCAR report) as described in C.3.1 and C.3.1.1	Man hour	\$ _____	80	\$ _____
0002	Restorative Maintenance as described in C.3.1.2	Man hour	\$ _____	3000	\$ _____
0003	Turf Management and Maintenance Services as described in C.3.2 through C.3.2.4	Per acre	\$ _____	450	\$ _____
0004	Fertilization as described in C.3.2.5	Per thousand square ft.	\$ _____	200	\$ _____
0005	Core Aeration as described in C.3.2.6	Per acre	\$ _____	50	\$ _____
0006	Seeding as described in C.3.2.7	Per acre	\$ _____	20	\$ _____
0007	Removal of Trash, Debris, Leaf and Other Materials as described in C.3.2.8	Man hour	\$ _____	900	\$ _____
0008A	Athletic Field Maintenance as described in C.3.2.9	Man hour	\$ _____	120	\$ _____
0008B	Infield mix as described in C.3.2.9	Per ton	\$ _____	200	\$ _____
0009	Sod Repair as described C.3.2.10	Per square yard	\$ _____	50	\$ _____
0010	Turf Management and Maintenance Schedule as described in C.3.2.11	Each	\$ _____	1	\$ _____
0011	Landscaped Areas Management and Maintenance Services as described in C.3.3.1 through C.3.3.7	Man hour	\$ _____	6930	\$ _____
0012	Soil Test as described in C.3.3.8	Each	\$ _____	10	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
0013	Integrated Pest Management as described in C.3.3.9 and C.3.3.10	Man hour	\$ _____	150	\$ _____
0014	INTENTIONALLY LEFT BLANK				
0015	Specimen Tree and Shrub Services as described in C.3.3.12 and C.3.3.13	Each	\$ _____	100	\$ _____
0016A	Installation of 4' high chain link fence, with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
0016B	Removal of 4' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
0017A	Installation of 6' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0017B	Removal of 6' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0018A	Installation of 8' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0018B	Removal of 8' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0019A	Installation of 10' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0019B	Removal of 10' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
0020	Irrigation Systems Management and Maintenance as described in C.3.4 through C.3.4.3.2	Man hour	\$ _____	1200	\$ _____
0021	Playground Safety Surfaces Management and Maintenance as described in C.3.5 through C.3.5.3.1	Man hour	\$ _____	2400	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
0022A	Snow Removal and Winter Services as described in C.3.6 through C.3.6.2.1	Man hour		1500	\$ _____
0022B	Deicing materials as described in C.3.6.2	Per bag	\$ _____	6000	\$ _____
0022C	Salt as described in C.3.6.2	Per ton	\$ _____	76	\$ _____
0023	Emergency Landscaping Services as described in C.3.7 through C.3.7.2.1	Man hour	\$ _____	150	\$ _____
0024	INTENTIONALLY LEFT BLANK				
0025	Shade Tree - 2.0 – 3.0" cal. Ball and Burlap (B&B) material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
0026	Ornamental Tree - clump 6 - 8' ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
0027	Ornamental Tree - clump 2" – 3".cal B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
0028	Deciduous Shrub 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
0029	Evergreen Shrubs 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
0030	Evergreen Shrubs over 48" ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
0031	Perennials 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
0032	Ornamental Grasses 1 gal. Container materials and labor to install as described in as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
0033	Annuals 4 1/2" pots materials and labor to install as described in C.3.8.2.3	Each	\$ _____	750	\$ _____
0034	Screened Topsoil materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	50	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
0035	Leaf Mold materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	20	\$ _____
0036	Shredded Hardwood Mulch materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	56	\$ _____
0037	Engineered Wood Fiber materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	7,000	\$ _____
0038	Sod materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	10,000	\$ _____
0039	Erosion matting (Curlex Brand or Equal) materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	5,000	\$ _____
0040	Treated Timber Border 6x6" Non-arsenic pressure treated materials and labor to install as described in C.3.8.2.3	Linear Foot	\$ _____	200	\$ _____
0041	4' high Temporary Fence black welded wire materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	5,000	\$ _____
0042	4' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
0043	8' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
0044	Hydroseeding of turfgrass including DPR approved seed and labor to install as described in C.3.8.2.3	Square Yard	\$ _____	1,100	\$ _____
0045	Turfgrass slit seeding including DPR approved seed and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	2,000	\$ _____
ESTIMATED BASE YEAR TOTAL					\$ _____

B.4.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
1001	Site condition assessment (including site condition assessment report (SCAR report) as described in C.3.1 and C.3.1.1	Man hour	\$ _____	80	\$ _____
1002	Restorative Maintenance as described in C.3.1.2	Man hour	\$ _____	3000	\$ _____
1003	Turf Management and Maintenance Services as described in C.3.2 through C.3.2.4	Per acre	\$ _____	450	\$ _____
1004	Fertilization as described in C.3.2.5	Per thousand square ft.	\$ _____	200	\$ _____
1005	Core Aeration as described in C.3.2.6	Per acre	\$ _____	50	\$ _____
1006	Seeding as described in C.3.2.7	Per acre	\$ _____	20	\$ _____
1007	Removal of Trash, Debris, Leaf and Other Materials as described in C.3.2.8	Man hour	\$ _____	900	\$ _____
1008A	Athletic Field Maintenance as described in C.3.2.9	Man hour	\$ _____	120	\$ _____
1008B	Infield mix as described in C.3.2.9	Per ton	\$ _____	200	\$ _____
1009	Sod Repair as described C.3.2.10	Per square yard	\$ _____	50	\$ _____
1010	Turf Management and Maintenance Schedule as described in C.3.2.11	Each	\$ _____	1	\$ _____
1011	Landscaped Areas Management and Maintenance Services as described in C.3.3.1 through C.3.3.7	Man hour	\$ _____	6930	\$ _____
1012	Soil Test as described in C.3.3.8	Each	\$ _____	10	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
1013	Integrated Pest Management as described in C.3.3.9 and C.3.3.10	Man hour	\$ _____	150	\$ _____
1014	INTENTIONALLY LEFT BLANK				
1015	Specimen Tree and Shrub Services as described in C.3.3.12 and C.3.3.13	Each	\$ _____	100	\$ _____
1016A	Installation of 4' high chain link fence, with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
1016B	Removal of 4' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
1017A	Installation of 6' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1017B	Removal of 6' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1018A	Installation of 8' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1018B	Removal of 8' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1019A	Installation of 10' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1019B	Removal of 10' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
1020	Irrigation Systems Management and Maintenance as described in C.3.4 through C.3.4.3.2	Man hour	\$ _____	1200	\$ _____
1021	Playground Safety Surfaces Management and Maintenance as described in C.3.5 through C.3.5.3.1	Man hour	\$ _____	2400	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
1022A	Snow Removal and Winter Services as described in C.3.6 through C.3.6.2.1	Man hour		1500	\$ _____
1022B	Deicing materials as described in C.3.6.2	Per bag	\$ _____	6000	\$ _____
1022C	Salt as described in C.3.6.2	Per ton	\$ _____	76	\$ _____
1023	Emergency Landscaping Services as described in C.3.7 through C.3.7.2.1	Man hour	\$ _____	150	\$ _____
1024	INTENTIONALLY LEFT BLANK				
1025	Shade Tree - 2.0 – 3.0" cal. Ball and Burlap (B&B) material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
1026	Ornamental Tree - clump 6 - 8' ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
1027	Ornamental Tree - clump 2" – 3".cal B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
1028	Deciduous Shrub 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
1029	Evergreen Shrubs 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
1030	Evergreen Shrubs over 48" ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
1031	Perennials 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
1032	Ornamental Grasses 1 gal. Container materials and labor to install as described in as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
1033	Annuals 4 1/2" pots materials and labor to install as described in C.3.8.2.3	Each	\$ _____	750	\$ _____
1034	Screened Topsoil materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	50	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
1035	Leaf Mold materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	20	\$ _____
1036	Shredded Hardwood Mulch materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	56	\$ _____
1037	Engineered Wood Fiber materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	7,000	\$ _____
1038	Sod materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	10,000	\$ _____
1039	Erosion matting (Curlex Brand or Equal) materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	5,000	\$ _____
1040	Treated Timber Border 6x6" Non-arsenic pressure treated materials and labor to install as described in C.3.8.2.3	Linear Foot	\$ _____	200	\$ _____
1041	4' high Temporary Fence black welded wire materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	5,000	\$ _____
1042	4' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
1043	8' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
1044	Hydroseeding of turfgrass including DPR approved seed and labor to install as described in C.3.8.2.3	Square Yard	\$ _____	1,100	\$ _____
1045	Turfgrass slit seeding including DPR approved seed and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	2,000	\$ _____
ESTIMATED OPTION YEAR ONE TOTAL					\$ _____

B.4.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
2001	Site condition assessment (including site condition assessment report (SCAR report) as described in C.3.1 and C.3.1.1	Man hour	\$ _____	80	\$ _____
2002	Restorative Maintenance as described in C.3.1.2	Man hour	\$ _____	3000	\$ _____
2003	Turf Management and Maintenance Services as described in C.3.2 through C.3.2.4	Per acre	\$ _____	450	\$ _____
2004	Fertilization as described in C.3.2.5	Per thousand square ft.	\$ _____	200	\$ _____
2005	Core Aeration as described in C.3.2.6	Per acre	\$ _____	50	\$ _____
2006	Seeding as described in C.3.2.7	Per acre	\$ _____	20	\$ _____
2007	Removal of Trash, Debris, Leaf and Other Materials as described in C.3.2.8	Man hour	\$ _____	900	\$ _____
2008A	Athletic Field Maintenance as described in C.3.2.9	Man hour	\$ _____	120	\$ _____
2008B	Infield mix as described in C.3.2.9	Per ton	\$ _____	200	\$ _____
2009	Sod Repair as described C.3.2.10	Per square yard	\$ _____	50	\$ _____
2010	Turf Management and Maintenance Schedule as described in C.3.2.11	Each	\$ _____	1	\$ _____
2011	Landscaped Areas Management and Maintenance Services as described in C.3.3.1 through C.3.3.7	Man hour	\$ _____	6930	\$ _____
2012	Soil Test as described in C.3.3.8	Each	\$ _____	10	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
2013	Integrated Pest Management as described in C.3.3.9 and C.3.3.10	Man hour	\$ _____	150	\$ _____
2014	INTENTIONALLY LEFT BLANK				
2015	Specimen Tree and Shrub Services as described in C.3.3.12 and C.3.3.13	Each	\$ _____	100	\$ _____
2016A	Installation of 4' high chain link fence, with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
2016B	Removal of 4' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
2017A	Installation of 6' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2017B	Removal of 6' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2018A	Installation of 8' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2018B	Removal of 8' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2019A	Installation of 10' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2019B	Removal of 10' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
2020	Irrigation Systems Management and Maintenance as described in C.3.4 through C.3.4.3.2	Man hour	\$ _____	1200	\$ _____
2021	Playground Safety Surfaces Management and Maintenance as described in C.3.5 through C.3.5.3.1	Man hour	\$ _____	2400	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
2022A	Snow Removal and Winter Services as described in C.3.6 through C.3.6.2.1	Man hour		1500	\$ _____
2022B	Deicing materials as described in C.3.6.2	Per bag	\$ _____	6000	\$ _____
2022C	Salt as described in C.3.6.2	Per ton	\$ _____	76	\$ _____
2023	Emergency Landscaping Services as described in C.3.7 through C.3.7.2.1	Man hour	\$ _____	150	\$ _____
2024	INTENTIONALLY LEFT BLANK				
2025	Shade Tree - 2.0 – 3.0" cal. Ball and Burlap (B&B) material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
2026	Ornamental Tree - clump 6 - 8' ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
2027	Ornamental Tree - clump 2" – 3".cal B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
2028	Deciduous Shrub 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
2029	Evergreen Shrubs 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
2030	Evergreen Shrubs over 48" ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
2031	Perennials 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
2032	Ornamental Grasses 1 gal. Container materials and labor to install as described in as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
2033	Annuals 4 1/2" pots materials and labor to install as described in C.3.8.2.3	Each	\$ _____	750	\$ _____
2034	Screened Topsoil materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	50	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
2035	Leaf Mold materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	20	\$ _____
2036	Shredded Hardwood Mulch materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	56	\$ _____
2037	Engineered Wood Fiber materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	7,000	\$ _____
2038	Sod materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	10,000	\$ _____
2039	Erosion matting (Curlex Brand or Equal) materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	5,000	\$ _____
2040	Treated Timber Border 6x6" Non-arsenic pressure treated materials and labor to install as described in C.3.8.2.3	Linear Foot	\$ _____	200	\$ _____
2041	4' high Temporary Fence black welded wire materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	5,000	\$ _____
2042	4' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
2043	8' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
2044	Hydroseeding of turfgrass including DPR approved seed and labor to install as described in C.3.8.2.3	Square Yard	\$ _____	1,100	\$ _____
2045	Turfgrass slit seeding including DPR approved seed and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	2,000	\$ _____
ESTIMATED OPTION YEAR TWO TOTAL					\$ _____

B.4.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
3001	Site condition assessment (including site condition assessment report (SCAR report) as described in C.3.1 and C.3.1.1	Man hour	\$ _____	80	\$ _____
3002	Restorative Maintenance as described in C.3.1.2	Man hour	\$ _____	3000	\$ _____
3003	Turf Management and Maintenance Services as described in C.3.2 through C.3.2.4	Per acre	\$ _____	450	\$ _____
3004	Fertilization as described in C.3.2.5	Per thousand square ft.	\$ _____	200	\$ _____
3005	Core Aeration as described in C.3.2.6	Per acre	\$ _____	50	\$ _____
3006	Seeding as described in C.3.2.7	Per acre	\$ _____	20	\$ _____
3007	Removal of Trash, Debris, Leaf and Other Materials as described in C.3.2.8	Man hour	\$ _____	900	\$ _____
3008A	Athletic Field Maintenance as described in C.3.2.9	Man hour	\$ _____	120	\$ _____
3008B	Infield mix as described in C.3.2.9	Per ton	\$ _____	200	\$ _____
3009	Sod Repair as described C.3.2.10	Per square yard	\$ _____	50	\$ _____
3010	Turf Management and Maintenance Schedule as described in C.3.2.11	Each	\$ _____	1	\$ _____
3011	Landscaped Areas Management and Maintenance Services as described in C.3.3.1 through C.3.3.7	Man hour	\$ _____	6930	\$ _____
3012	Soil Test as described in C.3.3.8	Each	\$ _____	10	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
3013	Integrated Pest Management as described in C.3.3.9 and C.3.3.10	Man hour	\$ _____	150	\$ _____
3014	INTENTIONALLY LEFT BLANK				
3015	Specimen Tree and Shrub Services as described in C.3.3.12 and C.3.3.13	Each	\$ _____	100	\$ _____
3016A	Installation of 4' high chain link fence, with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
3016B	Removal of 4' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
3017A	Installation of 6' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3017B	Removal of 6' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3018A	Installation of 8' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3018B	Removal of 8' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3019A	Installation of 10' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3019B	Removal of 10' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
3020	Irrigation Systems Management and Maintenance as described in C.3.4 through C.3.4.3.2	Man hour	\$ _____	1200	\$ _____
3021	Playground Safety Surfaces Management and Maintenance as described in C.3.5 through C.3.5.3.1	Man hour	\$ _____	2400	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
3022A	Snow Removal and Winter Services as described in C.3.6 through C.3.6.2.1	Man hour		1500	\$ _____
3022B	Deicing materials as described in C.3.6.2	Per bag	\$ _____	6000	\$ _____
3022C	Salt as described in C.3.6.2	Per ton	\$ _____	76	\$ _____
3023	Emergency Landscaping Services as described in C.3.7 through C.3.7.2.1	Man hour	\$ _____	150	\$ _____
3024	INTENTIONALLY LEFT BLANK				
3025	Shade Tree - 2.0 – 3.0" cal. Ball and Burlap (B&B) material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
3026	Ornamental Tree - clump 6 - 8' ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
3027	Ornamental Tree - clump 2" – 3".cal B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
3028	Deciduous Shrub 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
3029	Evergreen Shrubs 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
3030	Evergreen Shrubs over 48" ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
3031	Perennials 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
3032	Ornamental Grasses 1 gal. Container materials and labor to install as described in as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
3033	Annuals 4 1/2" pots materials and labor to install as described in C.3.8.2.3	Each	\$ _____	750	\$ _____
3034	Screened Topsoil materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	50	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
3035	Leaf Mold materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	20	\$ _____
3036	Shredded Hardwood Mulch materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	56	\$ _____
3037	Engineered Wood Fiber materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	7,000	\$ _____
3038	Sod materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	10,000	\$ _____
3039	Erosion matting (Curlex Brand or Equal) materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	5,000	\$ _____
3040	Treated Timber Border 6x6" Non-arsenic pressure treated materials and labor to install as described in C.3.8.2.3	Linear Foot	\$ _____	200	\$ _____
3041	4' high Temporary Fence black welded wire materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	5,000	\$ _____
3042	4' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
3043	8' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
3044	Hydroseeding of turfgrass including DPR approved seed and labor to install as described in C.3.8.2.3	Square Yard	\$ _____	1,100	\$ _____
3045	Turfgrass slit seeding including DPR approved seed and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	2,000	\$ _____
ESTIMATED OPTION YEAR THREE TOTAL					\$ _____

B.4.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
4001	Site condition assessment (including site condition assessment report (SCAR report) as described in C.3.1 and C.3.1.1	Man hour	\$ _____	80	\$ _____
4002	Restorative Maintenance as described in C.3.1.2	Man hour	\$ _____	3000	\$ _____
4003	Turf Management and Maintenance Services as described in C.3.2 through C.3.2.4	Per acre	\$ _____	450	\$ _____
4004	Fertilization as described in C.3.2.5	Per thousand square ft.	\$ _____	200	\$ _____
4005	Core Aeration as described in C.3.2.6	Per acre	\$ _____	50	\$ _____
4006	Seeding as described in C.3.2.7	Per acre	\$ _____	20	\$ _____
4007	Removal of Trash, Debris, Leaf and Other Materials as described in C.3.2.8	Man hour	\$ _____	900	\$ _____
4008A	Athletic Field Maintenance as described in C.3.2.9	Man hour	\$ _____	120	\$ _____
4008B	Infield mix as described in C.3.2.9	Per ton	\$ _____	200	\$ _____
4009	Sod Repair as described C.3.2.10	Per square yard	\$ _____	50	\$ _____
4010	Turf Management and Maintenance Schedule as described in C.3.2.11	Each	\$ _____	1	\$ _____
4011	Landscaped Areas Management and Maintenance Services as described in C.3.3.1 through C.3.3.7	Man hour	\$ _____	6930	\$ _____
4012	Soil Test as described in C.3.3.8	Each	\$ _____	10	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
4013	Integrated Pest Management as described in C.3.3.9 and C.3.3.10	Man hour	\$ _____	150	\$ _____
4014	INTENTIONALLY LEFT BLANK				
4015	Specimen Tree and Shrub Services as described in C.3.3.12 and C.3.3.13	Each	\$ _____	100	\$ _____
4016A	Installation of 4' high chain link fence, with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
4016B	Removal of 4' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	500	\$ _____
4017A	Installation of 6' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4017B	Removal of 6' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4018A	Installation of 8' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4018B	Removal of 8' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4019A	Installation of 10' high chain link fence with concrete footing including labor and materials as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4019B	Removal of 10' high chain link fence with concrete footing as described in C.3.3.14	Linear Foot	\$ _____	1,000	\$ _____
4020	Irrigation Systems Management and Maintenance as described in C.3.4 through C.3.4.3.2	Man hour	\$ _____	1200	\$ _____
4021	Playground Safety Surfaces Management and Maintenance as described in C.3.5 through C.3.5.3.1	Man hour	\$ _____	2400	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
4022A	Snow Removal and Winter Services as described in C.3.6 through C.3.6.2.1	Man hour		1500	\$ _____
4022B	Deicing materials as described in C.3.6.2	Per bag	\$ _____	6000	\$ _____
4022C	Salt as described in C.3.6.2	Per ton	\$ _____	76	\$ _____
4023	Emergency Landscaping Services as described in C.3.7 through C.3.7.2.1	Man hour	\$ _____	150	\$ _____
4024	INTENTIONALLY LEFT BLANK				
4025	Shade Tree - 2.0 – 3.0" cal. Ball and Burlap (B&B) material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
4026	Ornamental Tree - clump 6 - 8' ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
4027	Ornamental Tree - clump 2" – 3".cal B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
4028	Deciduous Shrub 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
4029	Evergreen Shrubs 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	300	\$ _____
4030	Evergreen Shrubs over 48" ht. B&B material and labor to install as described in C.3.8.2.3	Each	\$ _____	75	\$ _____
4031	Perennials 1 gal. Container material and labor to install as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
4032	Ornamental Grasses 1 gal. Container materials and labor to install as described in as described in C.3.8.2.3	Each	\$ _____	1,500	\$ _____
4033	Annuals 4 1/2" pots materials and labor to install as described in C.3.8.2.3	Each	\$ _____	750	\$ _____
4034	Screened Topsoil materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	50	\$ _____

Contract Line Item No. (CLIN)	Item Description	Unit	Price per Unit	Estimated Quantity	Total Estimated Amount
Provide comprehensive landscape maintenance, management and related services, as listed below, for Recreation Centers, Athletic Fields and Playgrounds listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.					
4035	Leaf Mold materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	20	\$ _____
4036	Shredded Hardwood Mulch materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	56	\$ _____
4037	Engineered Wood Fiber materials and labor to install as described in C.3.8.2.3	Cubic Yard	\$ _____	7,000	\$ _____
4038	Sod materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	10,000	\$ _____
4039	Erosion matting (Curlex Brand or Equal) materials and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	5,000	\$ _____
4040	Treated Timber Border 6x6" Non-arsenic pressure treated materials and labor to install as described in C.3.8.2.3	Linear Foot	\$ _____	200	\$ _____
4041	4' high Temporary Fence black welded wire materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	5,000	\$ _____
4042	4' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
4043	8' wrought iron fence, powder coated black materials and labor to install as described in as described in C.3.8.2.3	Linear Foot	\$ _____	500	\$ _____
4044	Hydroseeding of turfgrass including DPR approved seed and labor to install as described in C.3.8.2.3	Square Yard	\$ _____	1,100	\$ _____
4045	Turfgrass slit seeding including DPR approved seed and labor to install as described in C.3.8.2.3	Square Foot	\$ _____	2,000	\$ _____
ESTIMATED OPTION YEAR FOUR TOTAL					\$ _____

B.4.5 PRICE SUMMARY

TOTAL ESTIMATED BID PRICE SUMMARY	
B.4.1 BASE YEAR ESTIMATED TOTAL	\$ _____
B.4.2 OPTION YEAR ONE ESTIMATED TOTAL	\$ _____
B.4.3 OPTION YEAR TWO ESTIMATED TOTAL	\$ _____
B.4.4 OPTION YEAR THREE ESTIMATED TOTAL	\$ _____
B.4.5 OPTION YEAR FOUR ESTIMATED TOTAL	\$ _____
COMBINED TOTAL	\$ _____

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia Office of Contracting and Procurement on behalf of the Department of Parks and Recreation (District) is seeking a Contractor to provide Comprehensive Landscape Maintenance and Management Services for approximately 450 acres of land at 72 recreation centers and facilities, including athletic fields and playgrounds operated by DPR in Wards 1 through 8. as listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Version
1	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&RS=WLW2.07&VR=1.0	2001
2	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 – Department of Parks and Recreation http://dccode.westgroup.com/search/default.wl?DB-DC-ST-WEB&RS=WLW2.07&VR=1.0 Chapter 11 Recreational Use of Public Land http://www.amlegal.com/nxt/gateway.dll/Title%2019/chapter00011.htm?f=templates\$fn=main-nf.htm\$3.0#JD_Chapter11	Most Recent
3	Industry Association	American Association of Nurserymen Industry Standards and Practices www.aan.org	Most Recent
4	Industry Association	American Nursery and Landscape Association Industry Standards and Practices www.anla.org	Most Recent
5	Industry Association	American Seed Trade Association Industry Standards and Practices www.amseed.com	Most Recent
6	Industry Standards	American National Standards Institute (ANSI) Standard Practice Tree Care Operations Tree, Shrub, and Other Woody Plant Maintenance (ANSI A300-2001) http://webstore.ansi.org/ansidocstore/find.asp	Most Recent

7	Industry Standards	American National Standards Institute for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush Safety Requirements (ANSI Z133.1) http://www3.gov.ab.ca/hre/whs/law/pdf/ohsc_p39.pdf	Most Recent
Item No.	Document Type	Title	Version
8	Industry Guidelines	International Society of Arboriculture (ISA) Tree-Pruning Guidelines http://www.isa-arbor.com/	Most Recent
9	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2223%2D04	Most Recent
10	Industry Standards	American National Standards Institute (ANSI) Standard Specification Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment ASTM F-1292-04 http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F1292%2D04	Most Recent
11	Industry Standards	American National Standards Institute (ANSI) Standard Specification Playground Equipment for Public Use 1487-01e1 http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F1487%2D01e1	Most Recent
12	Industry Standards	American National Standards Institute (ANSI) Standard Specification Determination of Accessibility of Surface Systems Under and Around Playground Equipment F-1951-99 http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F1951%2D99	Most Recent
13	Industry Standards	American National Standards Institute (ANSI) Standard Specification Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment ASTM F 2075-04 http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2075%2D04	Most Recent
14	Industry Standards	American National Standards Institute (ANSI) Standard Guide ASTM Standards on Playground Surfacing F2223-04 http://webstore.ansi.org/ansidocstore/product.asp?sku=ASTM+F2223%2D04	Most Recent
15	Federal Law	U. S. Department of Justice American with Disabilities Act www.ada.gov	Most Recent

Item No.	Document Type	Title	Version
16	Federal Law	U.S. Department of Labor Occupational and Safety Health Administration www.osha.gov	Most Recent
17	Industry Standards	The U.S. Consumer Product Safety Commission Handbook for Public Playground Safety (Publication No. 325)	Most Recent
18	Federal Law	The American Society for Public Playground Safety Performance Specification for Playground Equipment for Public Use (Publication F 1487-95)	Most Recent

C.1.2 DEFINITIONS AND ACRONYMS

The following definitions and acronyms relevant to the contract are provided:

C.1.2.1 AMA: Adaptive Management Area

C.1.2.2 AAN: American Association of Nurserymen

C.1.2.3 Annuals: Plants that grow, produce flowers, seeds and die in one year or one season.

C.1.2.4 ANSI: American National Standards Institute

C.1.2.5 ASTM: American Society for Testing and Materials

C.1.2.6 Athletic Fields and Playing Fields: Any fields used for athletic play to include football, baseball, softball, lacrosse, rugby.

C.1.2.7 Balled and Burlaped (B&B): According to ANLA Standards

C.1.2.8 Core Aerating: A process in which plugs of earth (1/2 to 3/4" deep) are taken out of the ground by core aerating machine and left on the turf to allow for water, fertilization and compaction alleviation.

C.1.2.9 Crown Cleaning: A process of the selective removal of dead, dying or diseased branches, weak branches or waterspouts.

C.1.2.10 Crown Thinning: A process of the selective removal of branches to increase light penetration, air movement and reduce weight.

C.1.2.11 Crusher Run: Graded aggregate taken from a crusher with a specified maximum size and various sizes down to dust.

- C.1.2.12 Deadheading:** Removal of dead flowers from perennials, shrubs and annuals to promote stronger flowers as well as aesthetics.
- C.1.2.13 Debris:** Any organic or naturally occurring matter (soil, rocks).
- C.1.2.14 Deicer:** A product specifically designed to be used on concrete which has been formulated to minimize damage to surfaces.
- C.1.2.15 Erosion Matting:** Process in which curlex matting is laid on top of the soil on slopes or inclines and pinned down with nails to help control the movement of soil during rainfalls.
- C.1.2.16 Flowering shrubs:** Woody plants ranging in size from 1 ft to 12 ft tall that produce visible blooms at different times of the year.
- C.1.2.17 Hose Bib:** An outlet for water usually located on the outside of the building that allows for a hose to be twisted onto and turned on for water flow.
- C.1.2.18 Integrated Pest Management (IPM):** A coordinated decision-making and action process that uses the most appropriate pest control methods and strategy in an environmentally and economically sound manner to meet agency programmatic pest management objectives.
- C.1.2.20 Infield Mix:** A soil based product that shall be free of any stones over 1/4" in any dimension. It shall contain no organic matter and meet the following mechanical analysis:
- | | | |
|------|---------------------|--------|
| Sand | (2.0-.05mm) | 60-75% |
| Silt | (0.05 – 0.002mm) | 15-30% |
| Clay | (less than 0.002mm) | 0-10% |
- C.1.2.21 Invasive Species:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to ecosystems or human health.
- C.1.2.22 ISA:** International Society of Arborists. Organization that promotes arborist related issues and sets standards for tree care methods and certifications.
- C.1.2.23 Landscaped Areas:** Areas that contain evergreen or deciduous trees, shrubs, perennial or annual flowers, gravel, river rock, driftwood, bark, as well as areas of lawn.
- C.1.2.24 Linear Feet:** A standard unit of measurement in one dimension as opposed to square feet.
- C.1.2.25 Leaf Mold:** Leaves that are composted to the point where there is a mix of both leaves and broken down/composted leaves.

- C.1.2.26 Man Hour:** Industry term used to calculate one man for one hour including all appropriate equipment and overhead while performing on site.
- C.1.2.27 Mechanical Trimming:** The cutting of plant parts by any power-driven method other than chainsaw or boom-axe.
- C.1.2.28 NPK:** The compounds that are the primary agents in fertilizers, Nitrogen, Potassium and Phosphorus.
- C.1.2.29 Natural Areas:** Areas within parks such as woodlands, wetlands and meadows that require minimal maintenance by machine or man.
- C.1.2.30 Native:** A species that historically occurred in a specific physiographic region. The native area as referred to in this contract is the District of Columbia
- C.1.2.31 Noxious Weed:** A plant that when established is highly destructive, competitive, or difficult to control by cultural or chemical practices.
- C.1.2.30 Over-seeding:** A process to seed over existing turf by use of a slit-seeding machine that creates a slit in the turf and inserts grass seed for germination.
- C.1.2.32 Perennials:** Plants that are supposed to survive for three or more years.
- C.1.2.33 Plant; Plant Material: An organism that is in the vegetable kingdom** characteristically having cellulose cell walls growing by synthesis of inorganic substances.
- C.1.2.34 Planting Beds:** Areas of parks, recreation centers, and facilities that are designed to contain many different types of plants including perennials, annuals, shrubs, ornamental trees and other plants.
- C.1.2.35 Rain Gardens:** A highly landscaped area which also serves as a storm water interceptor.
- C.1.2.36 Service Areas:** The areas to be serviced, including, but not limited to: all paved areas, brick, concrete, asphalt, or other type of impervious and/or pervious surfaces, all tree boxes located around the perimeter of the site, and all planted areas (grass or any type of plant material) located between the sidewalk and the curb.
- C.1.2.37 Shrubs:** Woody plants that are between 1 ft and 12 ft in height and are deciduous and evergreen and lacking a single leader having multiple stems from the base.
- C.1.2.38 Sod:** A section of grass covered surface soil held together by matted roots
- C.1.2.39 Staging Area:** Area designated by DPR for storing, stockpiling or delivering equipment, plant materials and supplies need to perform work on a DPR property.

- C.1.2.40 Trash:** any man-made product not in its intended place larger than a gum wrapper but smaller than a regular sized chair. Tires are not included.
- C.1.2.41 Tree:** Woody vegetation which has the ability to grow two inches or greater in diameter measured at the ground.
- C.1.2.42 Tree Rings:** The circle of mulch that covers the ground out to the drip line of the tree or the end of the tree's branches. The mulch should not exceed 3" in depth.
- C.1.2.43 Turf:** Areas within the parks, recreation centers, and facilities that are covered in grass and are used for athletic purposes or general green space used in recreational activities.
- C.1.2.44 Unitary Surfaces:** Rubberized surfaces on or under playground equipment that are poured in place and utilize interlock rubber mats for safety purposes.

C.2 BACKGROUND

DPR's mission is to enhance the quality of life for District residents by providing the highest quality recreation and leisure opportunities; to provide safe, inviting and beautifully maintained parks and facilities; and to create a customer-focused and responsive park system. The landscaping and management services to be provided under this contract are critical to DPR's mission to maintain parks, facilities, and public spaces for the beneficial use of the residents of the District.

- C.2.1** Historically the District has awarded multiple smaller contracts, involving several Contractors to meet DPR's landscaping and related needs. The lack of coordination and the activities of multiple contractors have resulted in a lack of consistency in appearance and conditions. It also resulted in a recognizable level of deferred maintenance.

C.2.2 Goals and Objectives

The District is committed to identify the level of deferred maintenance, to correct the state of its facilities, and to subsequently improve the quality and appearance of the grounds and landscape of the District's parks and recreation centers as listed in Attachment J.9 and DPR recreation centers with local amenities as listed in Attachment J.12. The services to be provided under this contract will:

- a. Identify the level of deferred maintenance;
- b. Remedy the identified deficiencies;
- c. Improve the appearance of the grounds at District recreation centers and facilities;
- d. Provide for consistently managed and maintained landscaped areas at the District's parks and recreation facilities in compliance with DPR's Landscaping Standards (Attachment J.10);

- e. Improve and enhance the aesthetic, structural, cultural, and ecological integrity of the grounds at DPR's recreation centers and facilities; and
- f. Increase the diversity of plant material within the District's garden palette, offering District residents different forms of landscape architecture and floral design.

C.3 REQUIREMENTS

The Contractor shall provide management, supervision, transportation, labor, materials, supplies and equipment, and shall plan, schedule, coordinate and perform Comprehensive Landscape Maintenance and Management Services for the Recreation Centers, Athletic Fields and Playgrounds operated by the District listed in Attachments J.9 (Recreation Centers w/AMA Acreage by Wards) and J.12 (DPR Recreation Centers w/Local Amenities) including all athletic fields and playgrounds, in Wards 1 through 8.

The Contractor shall furnish supplies, materials and services that comply with the standards and guidelines set forth in Section C.1.1 of this solicitation.

The District will conduct inspections/evaluations of all phases of the landscaping services to be performed by the Contractor. Emphasis will be placed on quality, compliance with the requirements as listed in Section C.3 through C.3.8.8 and timeliness of the Contractor's service delivery. A description of the specific requirements follows.

C.3.1 SITE CONDITION ASSESSMENT (CLIN 0001) (OPTION YEARS 1001, 2001, 3001 AND 4001 IF EXERCISED BY THE DISTRICT).

The Contractor shall conduct a thorough visual inspection of the grounds and survey the service areas and site conditions at all of the Recreation Centers, Athletic Fields and Playgrounds identified in Attachment J9 and J12. The Contractor's survey of service areas and site conditions will facilitate the development of a site condition assessment. Furthermore, the initial survey of the service areas and the condition will enable the Contractor to:

- a. Identify Recreation Centers, Athletic Fields and Playgrounds in Attachments J.9 and J.12 that require immediate attention in order to bring the location to a state or condition where landscaping maintenance services described in C.3.2 through C.3.5 can be routinely implemented;
- b. The Contractor shall visit each site to become familiar with the different maintenance areas which will enable the Contractor to fulfill the requirements of this contract including:
 - 1. Turf management and maintenance (C.3.2);
 - 2. Landscaped areas management and maintenance (C.3.3);
 - 3. Irrigation systems inspection, monitoring, and maintenance (C.3.4);
 - 4. Playground safety surfaces inspection and monitoring (C.3.5);

5. Snow removal and winter services (C.3.6); and
6. Emergency landscaping maintenance services (C.3.8)

C.3.1.1 Site Condition Assessment Report

The Contractor shall provide a Site Condition Assessment Report (SCAR), to document the findings of the aforementioned survey. The SCAR shall contain:

- a. A minimum of two (2) color photographs per site, to show overall conditions prior to the delivery of restorative maintenance services. The photographs are to be presented in a 4"x 6" format, produced by a digital camera.
- b. Special section entitled Adverse Property Report with a focus on:
 1. dangerous or hazardous conditions with an urgent and compelling need to be remedied immediately;
 2. damaged property in need of replacement; and
 3. damaged property in need of repair;
- c. List of deferred maintenance items on each respective site;
- d. List of all restorative maintenance services to be provided in descending order of priority, including time requirements for remediation.
- e. Address site specific issues with a focus on bringing the respective site up to a state where routine landscape maintenance services will begin;

The SCAR shall be provided in accordance with F.3. The Contractor shall provide the results of the Soil Tests. The report and any revisions shall require the review and approval of the Contracting Officer's Technical Representative (COTR) identified in G.10.1.

C.3.1.2. Restorative Maintenance Services (CLIN 0002)

The Contractor shall provide restorative maintenance services for the Recreation Centers, Athletic Fields and Playgrounds identified in Attachment J.9. The required restorative maintenance services vary by location and shall typically include, but are not limited to, the following:

- Removal of accumulated trash, plant material and debris;
- Removal of leaves and invasive plant materials, extensive ground cover; and
- Removal of areas of brush and over- growth

C.3.1.3. Restorative Maintenance Services Certification.

The Contractor shall provide a Restorative Maintenance Services Certification (RMSC), indicating the Contractor's successful completion of the necessary restorative services as described in the SCAR. The aforesaid RMSC will also indicate the date when routine landscaping maintenance services can begin.

The COTR shall review the Restorative Maintenance Services Certification and if necessary, shall request revisions prior to the official acceptance of the Certification.

C.3.2 TURF MANAGEMENT AND MAINTENANCE SERVICES (CLIN 0003)

The Contractor shall provide comprehensive turf management and maintenance services for each recreation center and facility identified in Attachments J.9 and J.12.

C.3.2.1 Service Areas

- a. The Contractor shall provide comprehensive turf management and maintenance services for the following service areas at each location:
 1. Turf areas;
 2. Sod;
 3. Grass;
 4. In-field (baseball and softball fields); and
 5. Ground cover;
- b. The turf management and maintenance services will be provided in accordance with:
- c.
 1. DPR's Landscaping Standards (Attachment J.10);
 2. Industry Standards to include at a minimum:
 - i. American Association of Nurserymen (at Section C.1.1);
 - ii. American Nursery and Landscape Association (at Section C.1.1); and
 - iii. American Seed Trade Association (at Section C.1.1).

C.3.2.2 Maintenance and Improvement Services

Turf maintenance services shall include the following required services at each location:

C.3.2.3 Mowing

The Contractor shall provide hand and mechanical mowing services to achieve a uniform, aesthetically pleasing appearance of turf areas at each recreation center and facility. COTR has the right to change the schedule in advance (Attachment J.14). Services shall include at a minimum the following:

Mowing shall be performed so as to not project grass clippings on paved surfaces, planting beds, pool surfaces, tree rings, drainage structures, retaining walls, curbs, fence lines, and all areas abutting the grass; and

Clearing and cleaning of paved surfaces and drainage structures of grass clippings and other debris following each mowing by blowing or sweeping all of the hard surface areas within the property boundaries.

C.3.2.4 Edging, Trimming, and Weeding

The Contractor shall provide edging, trimming, and weeding of all areas including all tree rings, planting beds, drainage structures, retaining walls, curbs, fence lines, driveways and any other site element located within the property boundaries every other week for a total of 13 occurrences between April 1st and September 30th. Edging, trimming, and weeding services shall be provided by the Contractor as follows:

Use a wheeled gas-powered edge with blades for areas where the turf meets a concrete surface or any other paved surface;

Use a string trimmer to define the edge, holding it upside down to create a clean cut vertically; and

Implement weed control and eradication of invasive materials by utilizing controlled watering and tilling, foam and dry/wet steam, hand weeding, timed mowing and low toxicity chemicals.

C.3.2.5 Fertilizing (CLIN 0004)

The Contractor shall perform at the request of the COTR fertilizing at each recreation center and facility as described below:

Fertilize all turf areas right after performing core aeration with a slow release nitrogen source fertilizer.

Spring application for athletic fields shall be at a rate of 160 pounds of nitrogen per acre. Spring application shall be made when the soil is warm enough for the fertilizer to be effective.

Fall application shall be at a rate of 2 to 4 lbs per 1,000 square feet.

Fall application shall be made between September 1st and September 15th

C.3.2.6 Core Aeration (CLIN 0005)

The Contractor shall perform core aeration at the request of the COTR as listed below:

Core aerate by using an open tine aerator to a minimum depth of 3/4". Aeration shall produce holes 2 to 3" apart, or a minimum of 10 to 20 holes per square foot.

C.3.2.7 Seeding (CLIN 0006)

Over-seed all turf areas once each year in the fall (prioritized by COTR) fall schedule as described in C.3.2.5 using a COTR specified mix at the COTR specified rate (typically 150#/A for overseeding and 300#/A for turf establishment)

C.3.2.8 Removal of Trash, Debris, Leaf and Other Materials (CLIN 0007)

The Contractor shall remove trash, debris, and other materials such as grass clippings, weeds, tree trimmings (branches up to 4" in diameter), and leaves from all turf service areas on an on-going and scheduled basis. In addition, the Contractor shall remove any grass clippings or other debris by sweeping or blowing all paved areas within property boundaries. The Contractor shall remove trash, debris, and all other materials in a legal and environmentally responsible manner. The Contractor shall not use District owned trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris.

The contractor is not responsible for emptying DPR trash receptacles and dumpsters.

C.3.2.9 Athletic Fields (CLIN 0008A,CLIN 0008B)

The Contractor shall prepare and maintain ball fields located at Recreation Centers, Athletic Fields and Playgrounds as identified in Attachments J.9 and J.12.

Athletic and ball fields vary in size and involve the following:

- a. Service Areas
 1. Baseball fields (60 feet)
 2. Baseball fields (90 Feet)
 3. Softball fields
 4. Multi-purpose fields (large)
 5. Multi-purpose fields (small)
 6. Football fields; and
 7. Soccer fields
- b. Preparation and Maintenance

In-field preparation and maintenance for each baseball and softball field dates will be provided by the COTR after the award of the contract and infield mix must be approved by COTR;

Adding of infield mix on baseball and softball infields at a minimum once during the season at the request of the COTR; and

Dragging of baseball and softball field infields bi-weekly during the turf grass mowing visit.

C.3.2.10 Sod Repair (CLIN 0009)

At the request of the COTR the Contractor shall repair or replace damaged or dead sod.

C.3.2.11 TURF MANAGEMENT AND MAINTENANCE SCHEDULE (CLIN 0010)

The Contractor shall develop and provide a Turf Management and Maintenance Schedule to include the delivery of the required maintenance and improvement services as described in C.3.2.1 through C.3.2.7. The Turf Management and Maintenance Schedule shall, at a minimum, consider or provide the following:

- a. Schedule of services at the level and frequency prescribed;
- b. Complete services at one location or within one ward before proceeding to the next location;
- c. Return to and complete work when forced to suspend work at a particular location or in a particular ward;
- d. Mowing services Monday through Friday between the hours of 7:00 A.M. and 6:00 P.M. unless directed otherwise by the COTR; and
- e. Restrict mowing services on wet grass.

The Turf Management and Maintenance Schedule shall be delivered as scheduled in section F.3. The report and any revisions shall require the approval of the COTR.

**C.3.3 LANDSCAPED AREAS MANAGEMENT AND MAINTENANCE SERVICES
CLIN 0011)**

The Contractor shall provide comprehensive management and maintenance services for all landscaped areas at each recreation center and facility identified in Attachments J.9 and J.12.

C.3.3.1 Service Areas

The landscaped service areas shall include the following:

- Planting beds;
- Tree rings;
- Deciduous and evergreen trees;
- Deciduous and evergreen shrubs;
- Vines;
- Ornamental grasses;
- Perennials;
- Annuals; and
- Rain gardens

Fence areas inside and out by 24” minimum.

The Contractor shall provide maintenance and improvement services in accordance with the following as applicable:

- American Association of Nurserymen (Applicable Document # 3);
- American Nursery and Landscape Association (Applicable Document # 4);
- American National Standards Institute (ANSI) Standard Practice Tree Care Operations, Tree, Shrub, and Other Woody Plant Maintenance (Applicable Document # 6);
- American National Standards Institute for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush Safety Requirements (Applicable Document # 7); and
- International Society of Arboriculture (ISA) Tree-Pruning Guidelines (Applicable Document # 8)

C.3.3.2 Maintenance and Improvement Services

As directed by the COTR the Contractor shall provide maintenance and improvement services for landscaped areas to keep existing plant material alive and promote robust, thriving, and healthy growth consistently throughout the service areas.

C.3.3.3 Planting Bed and Tree Ring Services

As directed by the Contractor shall provide the following to maintain and improve planting beds and tree rings:

Loosen the soil, as necessary, to a depth necessary to manually remove weeds and the weeds root system, stones or other debris while not interfering with the root systems of the plant material;

Define sharply and evenly beds and tree rings through edging and trimming as described in C.3.2.4;

Prevent weeds from going to seed;

Remove weeds and other debris as described in C.3.2.6; and

Replace the mulch in all tree rings and planting beds at least once annually;

Mulch at least once per contract year as part of the spring clean up, and after installation of new plant material. In addition;

Mulch as needed to supplement mulch loss around trees and in shrub, perennials, annual, and groundcover beds located within the limits of the service area.

C.3.3.4 Planting Beds and Rain Garden Services

As directed by the Contractor shall provide the following planting beds and rain garden services:

Remove damaged, diseased, or dead plant material;(ongoing as requested by the COTR.

Restore damaged plant materials in floral displays;(ongoing as requested by the COTR.

The following industry standards for floral displays and plant beds as guidelines, namely:

American Association of Nurserymen (Applicable Document # 3) and American Nursery and Landscape Association (Applicable Document # 4); and
Monitor ground moisture in the floral displays, including the rain gardens located at the:

Therapeutic Recreation Center,
3030 G St. SE, and at the South-east Tennis and Learning Center,
601 Mississippi Avenue, SE.

C.3.3.5 Fertilizing

The Contractor shall fertilize trees, shrubs, groundcovers, perennials, and plants one time per year, using commercially available fertilizer, delivered to the site in unopened containers as directed by the COTR.

Trees shall be fertilized immediately after hardening off of new growth. Tree fertilizer shall be of a 8-8-8 water soluble fertilizer applied at a rate of 2-4 pounds per 1,000 square feet;

Shrubs, groundcovers, vines, and perennials shall be fertilized with 8-8-8 slow release nitrogen source fertilizer with a minimum of 25% available nitrogen; application will be at a rate of 2-4 pounds per 1,000 square feet;

Groundcovers, perennials, deciduous plants shall be fertilized in the late fall; Application will be at a rate of 2-4 pounds per 1,000 square feet;

Evergreen plants shall be fertilized in early spring with a fertilizer that addresses the acidic requirements of evergreens. Application will be at a rate of 2-4 pounds per 1,000 square feet;

C.3.3.6 Removal Trash, Debris, and Other Materials

The Contractor shall remove and replace dead or damaged plant material, leaves and other materials and refuse from planting beds and turf areas on an on-going basis as directed by the COTR.

C.3.3.7 Weeding

The Contractor shall maintain all planting beds, including but not limited to tree rings, shrubs, perennials, groundcover, and annual beds weed free and remove all weeds and invasive plant material from within the service areas. Weeds shall be removed by hand pulling at the base of each plant prior to going to seed, thus removing as much as the root system as possible. Remove weeds from sidewalks, other paved surface areas, and playgrounds either mechanically or chemically as approved by the COTR.

C.3.3.8 Soil Tests (CLIN 0012)

The Contractor shall perform soil tests in plant beds and turf areas, to monitor NPK major nutrients, as well as minor nutrients, pH and soluble salts during the summer months or more frequently if so directed in writing by the COTR.

The Contractor shall provide the results of the Soil Tests in accordance with Section F.3.

C.3.3.9 Integrated Pest Management (CLIN 0013)

The Contractor shall, with the approval of the COTR, develop an Integrated Pest Management Program (IPM) for all Recreation Centers, Athletic Fields and Playgrounds that employs at a minimum the following elements:

- a. Preventing pest problems;
- b. Monitoring for the presence of pests and pest damage;
- c. Establishing the density of the pest population; establishing tolerance levels and treatment levels that warrant action based on health, public safety, economic, or aesthetic considerations;
- d. Treatment strategies such as biological, cultural, mechanical, and chemical control to reduce pest problems; and
- e. Evaluating the effects and efficiency of pest treatments all of the following criteria:
 - Least disruptive of natural controls;
 - Least hazardous to human health;
 - Minimizes negative impacts to non-target organisms;
 - Least damaging to the general environment;
 - Best preserves natural or managed ecosystem;
 - Most likely to produce long-term reductions in pest control requirements;
 - Effective implementation is operationally feasible; and
 - Cost-effectiveness in the short and long term.

C.3.3.10 Integrated Pest Management Plan

The Contractor shall develop and provide an Integrated Pest Management Plan as described in Section C.3.3.9. In addition the Contractor shall deliver The Integrated Pest Management Plan in accordance with Section F.3.

C.3.3.11 THIS SECTION INTENTIONALLY LEFT BLANK (CLIN 0014)

C.3.3.12 Specimen Tree and Shrub Services (CLIN 0015)

The Contractor shall provide the following specimen tree and shrub related services:

- a. Remove damaged, diseased, or dead plant material including grinding out of the root system to a minimum depth of one foot below grade;
- b. Add organic matter (leaf mold) to fill any holes;
- c. Restore or remove damaged trees including removal of generated debris following ISA pruning standards; in accordance with the following:
 1. American National Standards Institute (ANSI) Standard Practice Tree Care Operations Tree, Shrub, and Other Woody Plant Maintenance (Applicable Document # 6);
 2. American National Standards Institute for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush Safety Requirements (Applicable Document # 7);
 3. International Society of Arboriculture (ISA) Tree-Pruning Guidelines (Applicable Document # 8).

C.3.3.13. Pruning

The Contractor shall prune plants and trees 20' high or lower at each recreation center and facility's landscape service areas including dead-heading of annuals and perennials located within the service areas to ensure and promote new blooms and to remove unsightly dead blooms. The Contractor shall perform pruning services to return or retain the tree, plants, shrubs, or groundcover to their natural shape and appearance.

The Contractor shall provide pruning services as described below:

Deadwood, crown cleaning and crown thinning shall be the order of pruning steps;

Crown cleaning and crown thinning as defined by the International Society of Arboriculture (Applicable Document #8);

Shade and ornamental trees, shrubs, evergreens, and vines once per year or as directed by the COTR;

Pruning shall be done at the appropriate time of the year for the species;

Pruning services shall be provided in accordance with the following: American National Standards Institute for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush Safety Requirements (Applicable Document # 7); and International Society of Arboriculture (ISA) Tree-Pruning Guidelines (Applicable Document # 8)

Flowering shrubs shall be pruned immediately after flowers die back as directed by COTR.

Deciduous and Evergreens Trees shall be pruned between October 1st, and March 15th. Elms shall be pruned only between November 15th, and February 1st.

Perennials shall be cut back in the fall and deadheaded throughout the growing season or cut back to rejuvenate as is appropriate for the species.

C.3.3.14 Removal of Chain link Fences (CLIN 0016A, 0016B, 0017A, 0017B, 0018A, 0018B, 0019A, 0019B)

The Contractor shall remove existing chain link fences as requested by the COTR. Chain link fences to be removed may be 4' , 6' , 8' or 10' high and vary in length. Removal of existing chain link fence shall include the removal of all parts and of the concrete footings. The Contractor shall dispose off site of all demolition materials. The removal of chain link fences shall include at a minimum the following:

Excavation and backfilling to match adjacent existing grade of depressions caused directly or indirectly by demolition work or excavation work;

Recovery of all reusable materials; and

Disposal off site of non-reusable demolition materials and of all debris found during and after excavation work.

Installation of replacement or new fences shall include all labor and materials.

C.3.4 IRRIGATION SYSTEMS INSPECTION, MONITORING, AND MAINTENANCE SERVICES (CLIN 0020)

The Contractor shall provide management, maintenance, and inspection services for all existing automated irrigation systems at Recreation Centers, Athletic Fields and Playgrounds identified in Attachment J9 and J12. The Contractor shall maintain or retain staff qualified to repair, adjust, and replace irrigation components.

C.3.4.1 Service Areas

The Contractor shall provide automated irrigation system inspection and maintenance services at the following recreation centers:

- | | |
|----------------------------|-------------------------------------|
| 1. Banneker | 4 Raymond |
| 2. Stead | 5. Brentwood |
| 2 Francis | 5. Harry Thomas |
| 2. Georgetown | 5. Trinidad (under construction) |
| 2. Mitchell Park | 6. New York Avenue Daycare |
| 2. Friendship | 7. King Greenleaf |
| 3. Chevy Chase Playground. | 7. Hillcrest |
| 3. Hearst | 7. Fort Davis |
| 3. Guy Mason | 7. Deanwood (under construction) |
| 3. Hardy | 8. Southeast Tennis Learning Center |
| 4. Lafayette | |
| 4. Riggs-LaSalle | |

The Contractor shall provide automated irrigation systems inspection and maintenance services in accordance with the applicable ANSI standards (Applicable Document #14) with the start up and winterizing dates to be established by the COTR representative.

C.3.4.2 Inspection Services

The Contractor shall inspect and assess all existing automated irrigation systems located on DPR property listed in C.3.4. to ensure that they are functioning properly.

C.3.4.2.1 Irrigation Systems Site Visit and Conditions Report

The Contractor shall conduct an inspection and assessment of each irrigation system and provide an Irrigation Systems Site Visit and Conditions Report. The Irrigation Systems Site Visit and Conditions Report shall at a minimum include the following:

- Status and operating condition of each system;
- Identification of systems requiring service or repair in order to return to an operable state;
- Identification of adverse property conditions;
- Notification of hazardous conditions;
- Provide complete and actualized layout diagram of all irrigation systems;
- and;
- Request approval from the COTR to proceed with necessary repairs to irrigation systems in order to achieve operational status.

The Irrigation Systems Site Visit and Conditions Report shall be provided in accordance with F.3. The report and any revisions shall require the review and approval of the COTR.

Breaks or damage to the irrigation system shall be reported within one (1) hour of discovery by the Contractor to the COTR, initially by phone, followed by fax or e-mail within 24 hours after the initial phone call.

C.3.4.2.2 Irrigation Systems Repair and Maintenance Schedule and Requests

The Contractor shall notify and obtain the approval of the COTR before performing any repairs on an irrigation system. The Contractor shall submit recommendations on zone modifications or additions to the COTR for review and approval before performing work.

Damage to any parts of the irrigation systems that are the result of the Contractor's performance of work shall be repaired at the Contractor's cost and at no cost to DPR.

C.3.4.3 Inspection, Monitoring, and Maintenance Services

The Contractor shall perform weekly visual inspections of all irrigation systems to evaluate the need for repairs, adjustments, or to schedule maintenance. Services shall include an examination of the following components or elements of the irrigation systems at a minimum:

Adjust nozzles, sprays, rotors, risers to avoid spray onto pathways, sidewalks, and streets, and to maximize coverage and efficiency;

Adjust irrigation clocks including run times to current weather conditions and permitting schedule of the fields.

Replace damaged valve box covers;

Replace all damaged or missing nozzles and replace broken wires;

Check rain and freeze sensors and install missing or defective rain sensors;

Repair broken lateral or mainlines; and

Troubleshoot potential problems and implement approved preventive measures.

C.3.4.3.1 Irrigation System Start up and Shut Down Services

The Contractor shall perform the following start-up services in the Spring and shut-down services in the Fall for each irrigation system as directed by the COTR. The Contractor shall at a minimum include the following:

- Evaluation of controller program;
- Inspection and fine-tuning of all irrigation heads;
- Inspection of wire connections at controller and all valve boxes;
- Inspection of rain sensor components;
- Location of all electronic valve boxes;
- Inspection of backflow connections for leaks and wear;
- Measurement of water pressure and inspect water source for correct operation;
- System audit and adjustment of systems for water efficiency;
- All irrigation systems shall be drained completely; and

All water supply valves shall be shut off and their location clearly be identified by physical marking.

C.3.4.3.1.1 Irrigation System Start up Certification

The Contractor shall certify the operable status or condition of each irrigation system upon completion of the spring start up services. The Irrigation System Start up Certification for spring shall be provided as set forth in Section F.3.

C.3.4.3.1.2 Irrigation System Shut down Certification

The Contractor shall certify the status or condition of each irrigation system upon completion of the fall shut down services. The Irrigation System Shut down Certification for Fall shall be provided in accordance with F.3.

C.3.4.3.2 Irrigation Systems Inspection, Monitoring and Maintenance Schedule

The Contractor shall develop and provide an Irrigation Systems Inspection, Monitoring and Maintenance Schedule to describe the Contractor's schedule for performing maintenance and improvement services in an orderly and effective manner.

The Contractor shall assess all existing automated irrigation systems located on DPR property or located on DPR-operated property to ensure that they are functioning and are set properly, within 20 calendar days of the date of the contract award.

The Contractor shall notify the COTR of all irrigation systems in need of repair or maintenance immediately and submit a report detailing the Contractor's recommendations and a schedule of repair or maintenance work to be performed to the COTR for review and approval, within 25 calendar days of the date of the contract award.

The Contractor shall operate, monitor, maintain, and repair all automated irrigation systems throughout the contract period. These activities shall not interfere with the permitting of the fields when applicable. The Contractor shall contact the Permitting Office within (5) five calendar days of the contract award to obtain the permitting schedules for each field. The contact information for the Permit Office will be provided to the Contractor by the COTR on the day of the contract award.

The Contractor's Irrigation Systems Inspection and Maintenance Schedule shall be delivered as set forth in Section F.3.

C.3.5 PLAYGROUND SAFETY SURFACES INSPECTION AND MONITORING SERVICES (CLIN 0021)

The Contractor shall provide playground safety surfaces inspection and monitoring services for all playgrounds identified in Attachments J.9 and J.12. The inspection and monitoring of playground safety surfaces shall be provided in accordance with the following:

- a. DPR Playground Design Standards (Attachment J.11);
- b. American National Standards Institute (ANSI), Standard Specification Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment ASTM F-1292-04 (Applicable Document #10);
- c. American National Standards Institute (ANSI), Standard Specification Playground Equipment for Public Use 1487-01e1 (Applicable Document #11);
- d. American National Standards Institute (ANSI), Standard Specification Determination of Accessibility of Surface Systems Under and Around Playground Equipment F-1951-99 (Applicable Document #12);
- e. American National Standards Institute (ANSI), Standard Specification Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment ASTM F 2075-04 (Applicable Document #13);
- f. American National Standards Institute (ANSI), Standard Guide ASTM Standards on Playground Surfacing F-2223-04 (Applicable Document #14); and
- g. U.S. Department of Justice, Americans with Disabilities Act (Applicable Document #15).

- h. The U.S. Consumer Product Safety Commission Handbook for Public Playground Safety. ([Publication](#) No. 325) identified in (Attachment J.15).
- i. The American Society for Public Playground Safety Performance Specification for Playground Equipment for Public Use (Publication F 1487-95)(Applicable Document 16)

C.3.5.1 Playground Site Visit Inspection and Conditions Report

Contractor shall conduct a thorough visual inspection of the playground safety surfaces at the identified sites on (Attachment J12). Subsequently, the Contractor will provide a Playground Site Visit Inspection and Conditions Report. The Report shall include, at a minimum, the following:

Assessment of the type of loose-fill playground safety surface currently in place;

Identification of playground safety surfaces requiring replacement, repair or maintenance of existing safety surface;

Completion of the Playground Safety Surfaces Restorative Maintenance

Schedule as required ensuring that each playground site meets the standards delineated in Section C.3.5.

C.3.5.2.1 Playground Restorative Maintenance Services

Restorative Maintenance Services shall be provided only to playgrounds with loose-fill material as the safety surfaces. The Contractor shall perform the following restorative maintenance services as needed as requested by DPR representative:

- a. Replenish all loose-fill safety surfaces to a minimum depth of 12" once per contract year by replacing the existing acceptable surface with the engineered wood fibers;
- b. Remove decomposed material and replace with engineered wood fibers to the required minimum depth of 12";
- c. d. Ensure that the thickness of the surface meets the highest critical fall height within a respective playground area; the minimum depth of wood fibers shall be 12" after compaction and settlement of material;
- e. Ensure that the finish grade of the engineered wood fiber safety surface is 3" lower after settlement of material than the timber border to avoid loss of loose-fill material and
- g. Replace timber borders that are rotted, damaged, missing, or represent a hazard to the public as requested by COTR.

C.3.5.2.1.2 Playground Site Visit Inspection and Conditions Assessment

The Contractor shall provide a Playground Site Visit Inspection and Conditions Assessment indicating the Contractor's successful completion of the necessary restorative maintenance services required to achieve compliance with the standards set forth in Section C.3.5.

The Playground Site Visit Inspection and Conditions Certification shall be completed within 45 days of contract award and delivered in accordance with Section F.3.

C.3.5.3 Inspection and Monitoring Services

The Contractor shall inspect and monitor playground safety surfaces as directed by the COTR to ensure that all surfaces maintain compliance with standards described in Section C.3.5. The Contractor shall at a minimum provide or perform the following:

- a. Monitor loose-fill safety surfaces on a weekly basis and remove all trash, debris, sharp objects and other refuse. Trash, debris and other refuse shall be disposed of legally off site. Loose fill material include wood chips, engineered wood fibers and sand;
- b. Monitor unitary safety surfaces weekly and remove trash, debris, sharp objects, weeds and other refuse. Trash, debris, weeds and other refuse shall be disposed of legally off site. Unitary surfaces include poured-in-place rubberized surfaces and rubber tiles. The contractor shall report any damages to the unitary safety surfacing material immediately to the COTR;
- c. Rake all loose-fill safety surfacing material once per month to redistribute the material evenly during the turf grass mowing visit;
- d. Avoid contamination of engineered wood fiber material with aggregate, sand, soil, or any other foreign material. Contaminated engineered wood fiber shall be replaced with uncontaminated material at Contractor's expense.

C.3.5.3.1 Playground Safety Surfaces Inspection and Monitoring Services Report

The Contractor shall provide monthly a Playground Safety Services Inspection and Monitoring Services Report to document the monitoring. Contractor shall subsequently certify that each playground safety surface meets the standards described above in Section C.3.5.

The Playground Safety Services Inspection and Monitoring Services Report shall be provided as scheduled in Section F.3.

C.3.6 SNOW REMOVAL AND WINTER SERVICES (CLIN 0022)

The Contractor shall provide snow removal and winter services as described below.

C.3.6.1 Service Area

The Contractor shall provide snow removal and winter services for the Recreation Centers, Athletic Fields and Playgrounds identified in Attachments J.9 and J.12.

C.3.6.2 Snow Removal and Winter Services

The Contractor shall provide snow removal and winter services between November 30th and April 30th annually when the accumulation of snow reaches 1.5", icy conditions develop, or as requested by the COTR. The snow removal and winter services shall be performed and shall include at minimum the following:

- a. When accumulation of snow reaches 1.5", within 24 hours of the start of the snowfall, in accordance with the Snow Emergency Plan, and as requested by the COTR; the Contractor shall clean sidewalks and primary pathways, driveways and parking of snow, slush, and ice to their full width with a rotary broom or brush, shovel or another accepted method; parking areas can be plowed with a truck and plow; snow shall not be plowed or pushed onto landscaped beds, playgrounds, sewer openings, or ball courts; the Snow Emergency Plan will be provided by to the Contractor by the COTR on the date of contract award;
- b. The Contractor shall remove snow and ice from the buildings or facilities entrances; snow shall not be plowed or pushed onto landscaped beds, playgrounds, or ball courts
- c. The Contractor shall distribute and apply salt or other deicing products as defined in this document; the Contractor shall submit to the COTR for approval a sample of the deicer and salt in accordance with Section F.3;
- d. The Contractor shall remove trash & debris from areas to be cleared; and
- e. The Contractor shall clear sewer openings to allow for run-off of melting snow where necessary.

C.3.6.2.1 Snow Removal and Winter Services Schedule

The Contractor shall develop and provide a Snow Removal and Winter Services Schedule for the period November 30th – April 30th to include at a minimum the following:

Daily identification of the Contractor's 24 hour on call supervisory point of contact;

Daily identification of the staff responsible for the provision of snow removal and winter service delivery;

Availability of staff, materials, supplies, and equipment required to effectively respond to the snow or winter conditions;

Availability of a minimum seven (7) day supply of typical supplies to be used in the removal of snow and the delivery of other winter services; and

Contingency plans in the event scheduled staff, equipment, or supplies are not available.

C.3.7 EMERGENCY LANDSCAPING MAINTENANCE SERVICES (CLIN 0023)

The Contractor shall provide emergency landscaping services as described below.

C.3.7.1 Service Areas

The Contractor shall provide emergency landscaping services at each recreation center and facility identified in Attachments J.9 and J.12.

C.3.7.2 Emergency Landscaping Services

The Contractor shall maintain the capacity to provide emergency landscaping maintenance services within four (4) hours of a request by the COTR. The Contractor shall coordinate the delivery of emergency services including stabilization of the emergency, evaluation and assessment of the scope and severity of prevailing conditions. Contractor shall be responsible for the presentation of potential solutions and alternatives. Furthermore, Contractor will be responsible for the implementation of an emergency response in accordance with direction of the Contracting Officer (CO) as identified in Section G.8, and the COTR.

The Contractor shall provide emergency landscaping services which include, but are not limited to, the following:

Playground equipment removal;
Securing a site for safety and security reasons;
Downed tree or tree limbs removal; and
Emergency situations as identified by the COTR.

C.3.7.2.1 Emergency Landscape Maintenance Services Plan and Schedule

The Contractor shall develop and provide an Emergency Landscape Services Plan and Schedule for the contract's period of performance. The Emergency Landscape Services Plan and Schedule shall, at a minimum, provide the following:

Description of the Contractor's preparedness to handle the delivery of emergency landscape services including:

Responding to emergency landscape situations within four hours of notification;

Mobilization and availability of at least one supervisor and two full-time employees;

Access to and availability of supplies, materials and equipment, including trucks and chain saws;

Identification of the Contractor's 24 hour on call supervisory point of contact;

Contingency plans in the event scheduled staff, equipment, or supplies are not available.

C.3.8 Landscape Management and Maintenance Related Requirements

The Contractor shall allocate a qualified workforce, adequately trained and equipped, and sufficient in numbers to successfully perform the requirements of this contract.

C.3.8.1 STAFF MANAGEMENT AND SUPERVISION

The Contractor shall assign adequately trained workforce, and in sufficient numbers, to successfully perform the requirements of the contract.

C.3.8.1.1 Staff

The Contractor shall provide at a minimum the following, in support of the fulfillment of the required services:

The Contractor's staff shall at a minimum:

Perform the required services in a skillful and workmanlike manner;

Maintain a familiarity with acceptable industry standards in landscaping and horticulture;

Key Staff

1. Project Manager(PM) that shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of the requirements described in Sections C.3.1 through C.3.8 The PM shall have a minimum of (10) ten years experience in the delivery of landscape management and maintenance services similar to those described in Sections C.3.1 through C.3.8.
2. Horticulturist that shall have a Bachelor's degree in horticulture or related field and a minimum of (10) ten years of experience in the delivery of landscape management and maintenance services similar to those described in Sections C.3.1 through C.3.8.
3. Arborist certified by the ISA with a minimum of at least (5) five years of experience in the field. The Arborist's certification shall be provided within fifteen (15) days of contract award.
4. Integrated Pest Management Specialist (IPM) maintaining a certification to operate in DC, Virginia and Maryland. The IPM Specialist certifications shall be provided within fifteen (15) days of contract award.
5. Irrigation System Repair and Maintenance Services Specialist having a minimum of (5) five years experience in the repair and maintenance of automated irrigation systems.
6. Field Supervisors/Crew Leaders having a minimum of (5) five years of practical experience with like kind contracts similar in scope and size.

b. Emergency Point of Contact that shall serve as the COTR's primary point of contact for emergency and snow removal services. Subject should possess at least (5) five years of experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

c. Additional Staff

Crew Members and Team Members must have at least (2) two years of experience in the implementation of landscape plans developed by others, and in the installation of floral and landscape architecture projects.

Crew Members and Team Leaders to provide snow removal and winter services and emergency landscape maintenance services.

C.3.8.1.2 Organization and Supervision

The Contractor shall provide organization, supervision and oversight to effectively perform the required services in a successful, safe, and professional manner. The Contractor shall ensure the provision of the following:

An organizational structure provided in the form of an organizational chart that clearly describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subcontractors as applicable, to perform work under this contract. The organizational structure shall clearly identify the key staff as set forth in Section C.3.8.1;

Staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance thereof to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA), (Applicable Document #16);

The Contractor shall provide adequate supervision to consist, at a minimum, of a Field Supervisor or Team Leader for each operational crew performing the required services described in C.3.1 through C.3.8; and Certification of the following:

Staff Orientation and Training Certification for each existing and new staff member to perform services under this contract.

ISA certification of the Arborist

Certifications of the IPM specialist; and

Additional licenses and certifications as applicable or required by
District or federal law.

C.3.8.1.3 Contractor's Employees

The Contractor shall select, supervise and exercise control and direction over its employees and Subcontractors under this contract. The COTR may direct the Contractor to remove from the site any employee or Subcontractor whose continued employment on the site is deemed to be contrary to the best interests of the District.

The Contractor shall be responsible for determination of responsibility of its subcontractors in accordance with 27 DCMR, section 2203, entitled Subcontractor Responsibility. The Subcontractor approval request form of this IFB should be used to request approval of Subcontractors on this project prior to use.(Attachment J.14). The form should be completed for each Subcontractor requested for approval and submitted to:

Attention: Elizabeth Kilpatrick
Contracting Officer
Simplified Acquisitions Group III
Office of Contracting and Procurement
441 4th Street N.W. Suite 700S
Washington DC 20001

C.3.8.2 MATERIALS, SUPPLIES, AND EQUIPMENT

The Contractor shall furnish all materials, supplies, and equipment to perform under this contract, including the necessary licensed, insured, and inspected vehicles to transport staff, equipment, and other supplies..

The Contractor's materials, supplies, and equipment, shall be provided in accordance with the following:

C.3.8.2.1 Materials

The Contractor shall have available at a minimum the following specific materials, supplies, and equipment to perform the required services:

- a. Site Inspection and Survey Services
Digital Camera
- b. Turf Maintenance and Management Services
 1. Mowers - The Contractor's mowing equipment, hand mowers and mechanical, shall be maintained in excellent operating

condition, with all grass cutting edges sharp, clean, and in proper adjustment. Mowing equipment shall be operated in such a manner as to prevent damage to the turf, trees, shrub and groundcover areas, park structures, patrons and workers.

2. Equipment – The Contractor shall provide all necessary equipment to perform the requirements of the contract including but not limited to edging equipment, string trimmers, weed eaters, blowers, brooms, rakes, equipment to aerate and over seed, water, and fertilize.
3. Fuel – required to operate mowers and equipment;
4. Safety Devices – The Contractor shall maintain all safety devices and equipment needed to maintain safe and efficient operations.

c. Landscaped Areas Management and Maintenance Services

The Contractor shall provide native seeds, plant material, and plugs obtained from a reputable source. The Contractor shall provide the COTR with the source of all seeds, plant materials, and plugs including the name of the producer/grower, nomenclature data, and other information as needed. Plant material, plugs, and seeds shall not be collected from the wild. All plant material furnished and installed by the Contractor must be nursery grown in accordance with standard horticultural practices, as established by the American Association of Nurserymen, and grown under climatic conditions similar to those in the locality of the project. Any exceptions must be approved by the COTR.

1. Planting and Maintenance equipment

- i. Planting and Pruning - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract;
- ii. Watering Equipment - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

d. Irrigation Systems

1. Irrigation System Parts - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

e. Playground Safety Surfaces - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

1. Material shall be 100% natural and shall contain no chemicals artificial products, or metals; and

2. Treated timber borders material shall consist of 6X6” non-arsenic pressure treated wood.
- f. Snow Removal and Winter Services - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.
1. Snow plows - The Contractor may use snow plows in parking areas only. The Contractor shall use rotary brushes, either walk-behind or drivable on all walkways around and within the property and use appropriate method of work to protect existing plant materials;
 2. Salt and Deicer must be approved by the COTR prior to use.

C.3.8.2.2 Source of Plant Materials and Supplies

The Contractor shall provide to the COTR the source of supplies and plant materials to be installed or utilized including the name of the manufacturer, specifications, nomenclature data, model number, manual, installation/utilization requirements, and other information concerning the performance, capacity, nature, and rating for all materials to be used as part of this contract.

The Source of Materials and Plants shall be reported in accordance with Section F.3.

C.3.8.2.3 Plants and Plant Material (CLIN 0025 through 0033)

The Contractor shall supply, deliver and install as directed by the COTR, all plant material according to current ANLA standards and will warrant the plant material to survive for one year after acceptance by the DPR. If a replacement is required, the warranty will be re-started at the time of new acceptance.

C.3.8.2.4 Screened Top Soil (CLIN 0034)

The Contractor shall supply, deliver and install as directed by the COTR, screened top soil as defined in the ANLA standards.

C.3.8.2.5 Leaf Mold Materials CLIN 0035)

The Contractor shall supply, deliver and install as directed by the COTR, leaf mold as described in C.1.2.23.

C.3.8.2.6 Shredded Hard Wood Mulch (CLIN 0036)

The Contractor shall supply, deliver and install as directed by the COTR, shredded hard wood mulch as defined in the ANLA standards.

C.3.8.2.7 Engineered Wood Fiber (CLIN 0037)

The Contractor shall supply, deliver and install as directed by the COTR, engineered wood fibers as identified in Attachment J.11.and J.15.

C.3.8.2.8 Sod Material (CLIN 0038)

The Contractor shall supply, deliver and install as directed by the COTR, sod material as required.

C.3.8.2.9 Intentionally Left Blank (CLIN 0039)

C.3.8.2.10 Treated Timber Border (CLIN 0040)

The Contractor shall supply, deliver and install as directed by the COTR, non-arsenic pressure material as required.

C.3.8.2.11 Four (4) Foot High Temporary Fence Black (CLIN 0041)

The Contractor shall supply, deliver and install as directed by the COTR, four (4) high welded steel wire fence.

C.3.8.2.12 Four (4) Foot High Wrought Iron Fence Black (CLIN 0042)

The Contractor shall supply, deliver and install as directed by the COTR, four foot powdered coated fence.

C.3.8.2.13 Eight (8) Foot High Wrought Iron Fence Black (CLIN 0043)

The Contractor shall supply, deliver and install as directed by the COTR, eight foot powdered coated fence.

C.3.8.2.14 Hydroseeding of Turfgrass (CLIN 0044)

The Contractor shall supply, deliver and install as directed by the COTR, turfgrass including approved seed.

C.3.8.2.15 Turfgrass Slit Seeding (CLIN 0045)

The Contractor shall supply, deliver and install as directed by the COTR, turfgrass slit seeding including approved seed.

C.3.8.3 Guarantees and Warranties and Product Information

The Contractor's workmanship and materials shall be guaranteed from defects for a period of one year from the date of acceptance by the COTR except where the manufacturer offers a longer period of warranty, in which case the manufacturer's warranty shall prevail. The Contractor shall provide all shop drawings, testing, guarantees, warranties, as-built drawings, manuals that are necessary to put all work in first class operating condition.

The Contractor shall provide the COTR copies of all warranty information for products and materials accepted. The warranty information shall be provided as set forth in Section F.3.

C3.8.3.1 Replacement Materials

The Contractor shall replace, at no additional cost to the District, all materials that fail, or show signs of imminent failure as per manufacturer's standards during the course of one (1) year following installation with equal size and quality or greater. Replacement materials and replacement plant materials shall be guaranteed for an additional one-year period from the date of their installation.

C.8.3.1.2 Replacement Materials List

Replacement materials and substitutions shall be submitted for review and approval by the COTR prior to their installation. Replacement substitutions installed without the prior approval of the COTR will be rejected at the Contractor's cost.

C.8.3.1.3 Replacement Materials Schedule

The Contractor shall provide the COTR with schedules of replacements for review and approval.

C.8.3.2 Annual Plantings

Annual plantings shall have a 60-day full replacement guarantee from date of planting, to include losses due to disease, drought, or drainage problems.

New plant material furnished and installed shall extend for a period of one year from the time of installation and for each year thereafter on the replacement plant material.

C.8.3.3 Recycling and Recuperation

The Contractor shall propose to the COTR a plan to recycle at least 50% of the material removed from each site and provide to the COTR all the

documentation required to prove that such material was sent to a recycling facility.

C.8.3.4 SAFETY AND SITE CONDITIONS

C.8.3.4.1 Safety

The Contractor shall ensure that the operations of staff, equipment, and supplies are maintained in accordance with applicable industry standards (Applicable Documents # 3 - #14) and the Occupational Safety and Health Administration (Applicable Document #16). The Contractor shall ensure that at a minimum the following:

- a. All staff shall at all times wear:
 1. Approved clothing, safety vests and any other equipment required to meet OSHA standards
 2. Adequate eye protection;
 3. Safety shoes, as applicable;
- b. Seat belts shall be worn by all vehicle/equipment operators and other staff;
- c. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of staff to be carried;
- d. All electrical tools shall be adequately grounded or double insulated. If extension cords are used, they shall be free of defects and designed for their environment and intended use; and
- e. Limiting access to the recreation center or facility if conditions are unsafe or if the type of work being performed may represent a hazard to the public.

C.3.8.4.1.1 Safety Plan

The Contractor shall develop and provide a Safety Plan for a respective recreation center or facility within five (5) calendar days of scheduled work or activity. The Safety Plan shall be provided as set forth in Section F.3.

C.3.8.4.1.2 Accident and Unusual Incident Reports

The Contractor shall submit Accident and Unusual Incident Reports within 24 hours of the accident or incident. The Accident Reports shall be provided in accordance with F.3.

C.3.8.4.2 Site Condition

The Contractor shall perform clean up upon completion of work at a site, and at the end of each workday if work is to be completed the following day. In addition, the Contractor shall keep DPR property free of scattered

debris and refuse. Debris and refuse, along with demolition materials shall be removed from site immediately and legally disposed of off site.

The Contractor shall not be allowed to stockpile material at any of the sites unless authorized by the COTR in writing.

C.3.8.5 Quality Assurance

The Contractor shall develop and implement a Quality Assurance Plan to monitor and document the Contractor's quality and timeliness of the Contractor's performance to complete the required services as described in C.3.1 through C.3.8.

The Quality Assurance Plan shall be delivered in accordance with Section F.3.

C.3.8.6 Technical Capabilities

The Contractor shall maintain at a minimum the following technical and communicative capabilities:

- a. An operable phone line;
- b. An operable fax line;
- c. A dedicated line for electronic transmission and receiving;
- d. Nextel phones with two-way communication capability; and **(FIX)**
- e. Communication means with Snow Removal and Winter Service and Emergency Landscaping Services points of contact providing access 24 hours a week 7 days a week.

C.3.8.7 Meetings Requirements

C.3.8.7.1 Production Meetings

The Contractor shall plan, organize and conduct weekly meetings with the COTR to discuss progress of work and any issues related to the performance of the contract. The Contractor shall prepare, correct, and distribute the approved meeting minutes to all attendees of the meeting within five (5) business days as set forth in Section F.3.

C.3.8.7.2 Site Visits

The Contractor's Project Manager and Field Supervisor, shall participate in bi-weekly site visits with the COTR to review the progress and quality of work.

C.3.8.8 Reporting Requirements

The Contractor shall provide the following reports and other deliverables as scheduled in Section F.3:

- a. Site Conditions Assessment Report (C.3.1.1)
- b. Site Conditions Assessment (C.3.1.)
- c. Restorative Maintenance Services Certification (C.3.1.2. ,C.3.1.3)
- d. Turf Management and Maintenance Schedule (C.3.2.)
- e. Core Aeration (C.3.3.6)
- f. Integrated Pest Management Plan (C.3.3.10.)
- g. Landscaping Areas Maintenance and Services Schedule (C.3.3.11.)
- h. Irrigation Systems Site Visit and Conditions Report (C.3.4.2.1)
- i. Irrigation System Start-Up Certification (C.3.4.3.1.1)
- j. Irrigation System Shut-down Certification (C.3.4.3.1.2)
- k. Irrigation System Inspection, Monitoring, and Maintenance Schedule (C.3.4.3.2)
- l. Playground Site Visit Inspection and Conditions Report (C.3.5.1)
- m. Playground Site Visit Inspection and Conditions Certification (C.3.5.2.1.2)
- n. Playground Safety Surfaces Inspection and Monitoring Services Report (C.3.5.3.1)
- o. Deicer Sample (C.3.6.2c)
- p. Snow Removal and Winter Services Schedule (C.3.6.2.1)
- q. Emergency Landscape Maintenance Services Plan and Schedule (C.3.7.)
- r. Certification of Arborist (C.3.8.1.1 (3))
- s. Certification of Integrated Pest Management Specialist (C.3.8.1.1(4))
- t. Source of Plant Materials, Supplies (C.3.8.2.2)
- u. Guarantees, Warranties, and Product Information (C.3.8.3)
- v. Replacement Materials List (C.3.8.1.1)
- w. Replacement Materials Schedule (C.8.3.1.2)
- x. Accident and Unusual Incident Report (C.3.8.4.1.2)
- y. Quality Assurance Plan (C.3.8.5)
- z. Meeting Requirements (C.3.8.7)

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SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004.
- D.1.1** Contractor shall physically mark water supply valve location as set forth in Section C.3.4.3.1.
- D.2 Plant Materials**
- D.2.1** The Contractor shall not be allowed to stock pile material at any of the sites unless authorized by the COTR in writing.
- D.2.2** The Contractor shall furnish, deliver on site, and install all required plant material as required by the nature of the work to be performed. Individual Contract Line Item Numbers contained in Sections B.4.1 through B.4.3 list specific packaging requirements for shade trees, ornamental trees, deciduous shrubs, evergreen shrubs, perennials, ornamental grasses and other plants or items.

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SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004.
- E.2** The manufacturer's recommended methods of installation (unless superseded by the specifications) will become the basis for inspection and acceptance of the actual work or installation;
- E.3** The COTR shall have the right to refuse and reject any or all plant material not meeting industry standards.

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 TYPE OF CONTRACT

This is a requirements type contract, with payments based upon fixed unit prices and fixed labor hour component. The period of performance shall be from date of award through one year thereafter.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall provide to the COTR, unless otherwise specified below, the following deliverables as described below. Required soft copies or digital reports shall be provided in Microsoft Office compatible formats.

Deliverable	Deliverable Name (Contract Reference)	Quantity, Format, and Method of Delivery	Due Date
0001	Site Conditions Assessment Report (C.3.1.1)	Photographs – Digital Report – 1 soft copy and 5 hard copies	Within 30 days from contract award
0002	Soil Tests Reports (C.3.3.8)	1 soft copy and 5 hard copies	Summer
0003	Restorative Maintenance Services Certification (C.3.1.3)	1 soft copy and 5 hard copies	Within 45 days contract award
0004	Removal of trash, debris, leaf and other materials Schedule (C.3.2.8)	1 soft copy and 5 hard copies	Within 15 days from contract award
0005	Landscape Management and Maintenance Related Requirements (C.3.8)	N/A	As requested by COTR
	Certification of Arborist (C.3.8.1.1)	1 soft copy and one hard copy	Within 30 days from contract award and annually thereafter
	Certification of Integrated Pest Management Specialist (C.3.8.1.1)	1 soft copy and one hard copy	Within 30 days from contract award and annually thereafter

Deliverable	Deliverable Name (Contract Reference)	Quantity, Format, and Method of Delivery	Due Date
0006	Source Plant Materials and Supplies (C.3.8.2.2)	1 soft copy and one hard copy	Within 15 days after delivery
	Guarantees, Warranties, and Product Information (C.3.8.3)	1 soft copy and one hard copies	Within 30 days of delivery
	Accident and Unusual Incident Report (C.3.8.4.1.2)	1 soft copy and one hard copies	Within 24 hours from incident
	Quality Assurance and Quality Improvement Plan (C.3.8.5)	1 soft copy and one hard copies	Weekly
	Production Meeting Minutes (C.3.8.7)	1 soft copy and one hard copies	Within 5 business days from meeting
0007	Certification for Irrigation System Start up (C.3.4.3.1.1)	1 soft copy and one hard copy	Each Spring
0008	Certification for Irrigation System Shut down (C.3.4.3.1.2)	1 soft copy and one hard copy	Each Fall
0009	The Playground Safety Services Inspection and Monitoring Services Report shall be provided as scheduled in Section C.3.5.3.1	1 soft copy and one hard copy	Monthly

Deliverable	Deliverable Name (Contract Reference)	Quantity, Format, and Method of Delivery	Due Date
0010	Deicer	sample	1 st of November

- F.3.1** Any reports that are required pursuant to H.4 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverable, final payment to the contractor will not be paid.

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: John Carver
Address: 3149 16th Street, N.W.
Washington, DC 20009
Telephone: 202-727-5520

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will pay the Contractor the amount due as stated in Section B.3 in accordance with the payment schedule described in G. 1.2 after:

- a. Acceptance of the work; and
- b. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. The 3rd day after the required payment date for meat or a meat product;
- b. The 5th day after the required payment date for an agricultural commodity;
or
- c. The 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. The 3rd day after the required payment date for meat or a meat product;
- b. The 5th day after the required payment date for an agricultural commodity;
or
- c. The 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.8 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Elizabeth Kilpatrick,
Contracting Officer
Simplified Acquisitions Group
Office of Contracting and Procurement
Address: 441 4th Street, N.W. Suite 700 South
Washington, DC 20001
Telephone: 202 727-0252

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

- G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
- G.10** **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**
- G.10.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:
- Name: Stuart Frazier
Supervisory Horticulturist
Department of Parks and Recreation
1515 Half Street, SW.
202/727-5460
- G.10.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.10.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.11** The Contractor shall maintain all documents and records which demonstrate performance under this contract for a minimum period of three years after the completion of the contract.
- G.11.1** Any records or documents to be maintained pursuant to this contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the Contracting Officer. The records shall be available at the Contractor's address indicated in the contract for receipt of notices.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005 (Rev. 2), November 11, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 *et seq.*) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

**H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND
FIRST SOURCE EMPLOYMENT AGREEMENT**

- H.4.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).
- H.4.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:
- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.4.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- a. Number of employees needed;
 - b. Number of current employees transferred;
 - c. Number of new job openings created;
 - d. Number of job openings listed with DOES;
 - e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 1. Name;
 2. Social Security number;
 3. Job title;
 4. Hire date;
 5. Residence; and
 6. Referral source for all new hires.
- H.4.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.4.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- a. Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or

- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 - 1. Material supporting a good faith effort to comply;
 - 2. Referrals provided by DOES and other referral sources;
 - 3. Advertisement of job openings listed with DOES and other referral sources; and
 - 4. Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.4.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.4.7.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.5.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.5.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973 (as amended)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq

H.9 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall deliver to the Contracting Officer identified in G.8, within ten (10) calendar days of notification of award, a duly executed Standard Performance and Payment Bond payable to the District of Columbia in the amount of 10% of the estimated contract amount as a guarantee for the faithful performance of the contract. The surety of the bond shall be a surety company approved by the District of Columbia to transact business in the District. No contract shall be deemed to be in effect until the Contracting Officer approves such bonds

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will provide the Contractor with the format to submit the Service Area and Site Conditions Damaged Property Report as described in C.3.1.1.

H.10.2 All new plant material furnished, delivered, and installed by the Contractor shall be inspected by the COTR or designee in the established staging area.

H.10.3 The COTR will notify the Contractor 24 Hours in advance of scheduled site visits.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall be responsible for providing landscaping services in accordance with the requirements of this contract.

H.11.2 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

H.11.3 The Contractor shall be responsible for minimizing exposure to concentrates if the Contractor uses products in a concentrated form. Concentrated products must be part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.12 Packaging Reduced Recyclables

H.12.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers, use less packaging, or are otherwise made from recycled content products.

H.12.2 No products shall be delivered in aerosol cans.

H.12.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

H.12.4 Product Safety

H.12.4.1 The Contractor shall be responsible for:

- a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of products, such as, but not limited to, gasoline, fertilizers, sod, and pesticides.
- b) Any spills or leaks that occur during the use or transportation of their products.
- c) Warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

H.13 STAFF ATTIRE AND IDENTIFICATION

H.13.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.13.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.14 Safety Requirements

H.14.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.14.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

H.14.2.1 Back support devices

H.14.2.2 Eye protection

H.14.2.3 Hearing protection

H.14.2.4 Hand protection

H.14.2.5 Head protection

H.14.2.6 Foot protection

H.15 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.16 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.17 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.18 FIRE PREVENTION

H.18.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

H.18.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

H.19 SMOKE FREE ENVIRONMENT

H.19.1 The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

H.20 PERMITS AND LICENSES

H.20.1 The Contractor shall, without additional expense to the District, be responsible for obtaining all licenses and permits which are necessary to fulfill the requirements of the contract.

H.21 DELIVERY OF SUPPLIES

H.21.1 The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. and/or on weekends.

H.22 COMMUNICATION

H.22.1 At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.23 ACCIDENT REPORTS

H.23.1 The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

H.24 PROPERTY DAMAGE NOTIFICATION

H.24.1 Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.25 SPECIAL REQUIREMENTS – REGULATORY AND ENVIRONMENTAL PROVISIONS

H.25.1 The Contractor shall comply with all environmental laws, including D.C. Law 7-226, "the D.C. Solid Waste Management and Multi-Material Recycling Act of 1099," and any laws relating to hazardous materials on the job sites or related to the Contractor's activities on the job sites. The Contractor shall not manage, use or store hazardous materials on the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to perform the requirements of this contract. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the District a written list of hazardous materials used or stored, or

intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into this contract.

H.26. Air Quality

The Contractor shall only use environmental preferred products for its chemicals, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce outdoor air quality problems and complaints.

H.27 WAY TO WORK AMENDMENT ACT OF 2006

H.27.1 Except as described in H.27. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.27.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.27.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.27.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.27.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.7 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.27.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.27.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.2.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.27.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

PART II

SECTION I **CONTRACT CLAUSES**

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), (Attachment J.1) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or

pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- a. The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in
Contract No. _____
With _____
(Contractor's Name);
and;

- b. If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8. Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the Contractor must maintain compliance with Equal Employment Opportunity (E.E.O.) requirements as set forth in Attachment J.3. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions (Attachment J.1).

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders.

Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

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PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

Attachment	Name
J.1	Standard Contract Provisions for Use with District of Columbia Supply and Services Contracts, dated November 2004 (Full text of clauses is available at www.ocp.dc.gov)
J.2	U. S. Department of Labor Wage Determination No. 2005, Rev. 02), November 11, 2006
J.3	Department of Small and Local Business Development Equal Employment Opportunity (EEO) Information Report and Mayor's Order 85-85
J.4	Office of Tax and Revenue Tax Certification Affidavit
J.5	Department of Employment Services First Source Employment Agreement
J.6	Living Wage Fact Sheet
J.7	Living Wage Act of 2006
J.8	Reserved
J.9	Department of Parks and Recreation Recreation Centers with AMA Acreage by Wards
J.10	Department of Parks and Recreation Landscaping Standards for Properties
J.11	Department of Parks and Recreation Playground Design Standards and Guidelines for Properties
J.12	Department of Parks and Recreation Recreation Centers with Local Amenities
J.13	Subcontracting Approval Request Form
J.14	Mowing Schedule
J.15	U.S. Consumer Product Safety Commission (CPSC) Handbook Number 325 Washington, DC 20207 1-800-638-2772 www.CPSC.gov
J.16	Standard Consumer Safety Performance Specification for Playground Equipment for Public Use-Publication F 1487-95

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

a. It operates as:

- ☐ A corporation incorporated under the laws of the State of _____
- ☐ An individual,
- ☐ A partnership,
- ☐ A nonprofit organization, or
- ☐ A joint venture.

b. If the bidder is a foreign entity, it operates as:

- ☐ An individual,
- ☐ A joint venture, or
- ☐ A corporation registered for business in _____(Country)

K.2 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS

_____COUNTRY OF ORIGIN

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL
OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____

Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts that are exempt from the Mayor's Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not to Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Each signature of the bidder is considered to be a certification by the signatory that:

- a. The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 1. Those prices
 2. The intention to submit a contract, or
 3. The methods or factors used to calculate the prices in the contract.
- b. The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening unless otherwise required by law; and
- c. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- d. Each signature on the offer is considered to be a certification by the signatory that the signatory;
 1. Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a through c above; or
 2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a through c above:
 - i. _____
(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);
 - ii. As an authorized agent, does certify that the principals named in subdivision 2 above have not participated, and will not participate, in any action contrary to subparagraphs a through c above; and

- ii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs a through c above.
- e. If the bidder deletes or modifies subparagraph b above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

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SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award a single contract for all of the CLINS in section B.4 resulting from this solicitation to the responsive and responsible bidder that submits the lowest evaluated bid.
- L.1.3** The bidder must bid on all CLINS to be considered for this award. Failure to bid on all CLINS in section B.4. will disqualify a bidder from award.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and three (4) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked:

**"Bid in Response to Solicitation No. DCHA-2007-B-0002
Landscape Management and Maintenance Services
Athletic Fields and Playgrounds
Department of Parks and Recreation**

- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3. PRE-BID CONFERENCE

Interested bidders are encouraged to attend a pre-bid conference to be held on **Monday January 29, 2007, at 11:00 A.M.** at the Office of Contracting and Procurement, main conference room, 441 4th Street, N.W., Washington DC 20001.

L.4. FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms, conditions and performance requirements of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.5 BID SUBMISSION DATE AND TIME

Bids must be received no later than Monday, February 5, 2007 at 2:00 p.m. local time on the date set forth on page 1, block 9 of this solicitation.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L.7.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark

shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.7.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.7.4 Late Modifications

A late modification of a successful bid that makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.7.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.8 HAND DELIVERY OR MAILING OF BIDS

Deliver or Mail to:

Office of Contracting and Procurement
Bid Room
441 4th Street, NW.
Suite 703 South
Washington, D. C. 20001

L.9 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.10 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **5** days

prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **5** days before the date set

for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the OCP Contracting Officer, Citywide Contracts Group, 441, 4th Street NW, Suite 700 South, Washington, DC, 202-727-0252), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 BID PROTESTS

Any actual or prospective bidder or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.13 SIGNING OF BIDS

- L.13.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

- L.13.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.14 VENDOR SUBMISSION FOR PREFERENCES

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a part of, its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 - 1. A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2. A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

- L.14.1** In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal. Attachment J.3 Self-Certification package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit forms (Attachment J.3) to:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program

441 Fourth Street, NW., Suite 970N
Washington, D.C. 20001

- L.14.2** All vendors are encouraged to contact the Local, Small and Disadvantage Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.16 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.17 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of the bidder;
- L.17.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations;
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them; and
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS WITH SBE SUBCONTRACTING SET-ASIDE

M.2.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

Thirty-five percent (**35%**) of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.2.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.2.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- M.2.2.2 Three percent (3%) reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.2.3 Ten percent (10%) reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.2.4 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.2.5 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.2.2.6 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.3 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.2.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.2.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.2.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.2.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the

addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.2.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.2.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.6 Vendor Submission for Preferences

M.2.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.6.3 All prospective bidders are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within five (5) days of the contracting officer's request, a notarized statement detailing its subcontracting plan, using the format outlined in Attachment J.13, Subcontracting Plan. Each subcontracting plan shall include the following:

- M.2.7.1** A description of the goods and services to be provided by SBEs;
- M.2.7.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.2.7.3** The names and addresses of all proposed subcontractors who are SBEs;
- M.2.7.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.2.7.5** A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.2.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.2.7.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.2.7.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the

subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

- M.2.7.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.2.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.3 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.